

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond for Airport Blvd. Right-of-Way (ROW) – Brio Commerce Center

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Larry Poliner

**EXT:** 7318

**MOTION/RECOMMENDATION:**

Authorize the release of the Airport Blvd. Right-of-Way (ROW) - Brio Commerce Center Paving and Drainage Improvements Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond in the amount of \$2,986.50 for the Airport Blvd. Right-of-Way - Brio Commerce Center road improvements.

District 5 Brenda Carey

Larry Poliner

**BACKGROUND:**

Cash Maintenance Bond in the amount of \$2,986.50 was required by Section 35.44 (e) *Additional Required Legal Submittals*, (1) Bonds of the Seminole County Land Development Code to insure against any significant degradation in operating conditions resulting from any defective work covered by this agreement and bond. Staff conducted a two year maintenance inspection for this project located Airport Blvd. and Lake Placid Drive and determined the improvements to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends that the Board authorize the release of the Airport Blvd. Right-of-Way (ROW) - Brio Commerce Center Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond in the amount of \$2,986.50 for the Airport Blvd. Right-of-Way ( ROW ) – Brio Commerce Center road improvements.

**ATTACHMENTS:**

1. Paving and Drainage Improvements and Escrow Agreement
2. Paving and Drainage Improvements Cash Maintenance Bond
3. Request for Release Letter

**Additionally Reviewed By:**

☐ County Attorney Review ( Kathleen Furey-Tran )

## SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS  
MAINTENANCE AND ESCROW AGREEMENT

2006 THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of July, 2006, between Brio, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

## W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Brio Commerce Center, a Plat of which is recorded in ~~Plat~~ Book 05950 Pages 0403, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated July, 2006 (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from July 6, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of twenty nine hundred eighty six and 50/100 DOLLARS (\$2986.50)

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County system upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, twenty nine hundred eighty six and 50/100 DOLLARS (\$2986.50) of 2986.50 to guarantee that all paving and drainage improvements set forth in plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be, held and firmly bound to the COUNTY in the sum of twenty nine hundred eighty six and 50/100 DOLLARS (\$2986.50) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from July 6, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be Obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered  
in the presence of:

Subscribed  
Elizabeth M. Connelley

By:

Date:

George J. Viale  
George J. Viale, Managing Member  
July 6, 2006

WITNESSES:

Terri Sanchez  
Sherril Harless

DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
SEMINOLE COUNTY, FLORIDA

Owen D. Reagan  
Acting Division Manager  
~~Deputy Director of Public Works~~

Date: 7/12/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida )  
COUNTY OF Orange ) ss

The foregoing instrument was acknowledged before me this 14 day of July, 192006 by GEORGE J. VIELE, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Elizabeth Di Consiglio  
Print Name ELIZABETH DI CONSIGLIO  
Notary Public in and for the County  
and State Aforementioned

My commission expires: 10/24/09

WITNESSES:

Sherr Harless  
Ruby B. Smith

DEPARTMENT OF PUBLIC WORKS  
ROADS DIVISION  
SEMINOLE COUNTY, FLORIDA

Owen Reagan  
Acting Division Manager

Date: 7/24/06

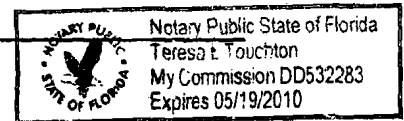
Within authority delegated by the  
County Manager pursuant to Resolution  
No. 97-R-66 adopted March 11, 1997  
and further delegated by Memorandum  
dated March 27, 1997, Re: Streamling  
of Development-Related Agenda Items  
and approved on April 2, 1997.

STATE OF Florida }  
COUNTY OF Seminole } ss

The foregoing instrument was acknowledged before me this 24 day of  
July, 2006, by Owen Reagan, who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

Teresa L. Touchton  
Print Name Teresa L. Touchton  
Notary Public in and for the County  
and State Aforementioned

My commission expires:



SUBDIVISION AND SITE PLAN  
PAYING AND DRAINAGE IMPROVEMENTS  
CASE MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned Brio, LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of Twenty nine hundred eighty six & 50/100 DOLLARS (\$ 2986.50), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind Brio, LLC, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated July 1, 2006, including surveying, engineering, and land clearing, for Brio Commerce Center Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: July 6, 2006.

  
\_\_\_\_\_  
Principal Managing Member (SEAL)

\_\_\_\_\_  
Principal (SEAL)

\_\_\_\_\_  
Principal (SEAL)

(App E, LDC, through Supp 16).

*Brio, L.L.C.*  
*815 Orienta Avenue, Suite 1040*  
*Altamonte Springs FL 32701*  
*407-830-1414*

July 23, 2008

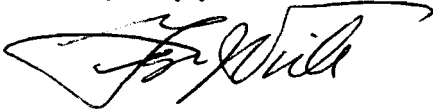
BeJay Harbin  
1301 East 2<sup>nd</sup> Street  
Sanford FL 32771

Re: Paving and Drainage Maintenance & Escrow Agreement  
Project Name: Airport Blvd ROW-Brio Commerce Center  
Bond #: Cash  
Bond Amount: \$2,986.50  
District #: 5

Dear BeJay:

This letter will serve as a request for release of cash bond for the Brio Commerce Center project.

Very truly yours,

A handwritten signature in black ink, appearing to read "G. Viele", written over a horizontal line.

George J. Viele  
Manager